

***REGIONAL DIALOGUE CONTRACT TEMPLATE
UPDATES TO THE DEFINITIONS, SECTION 3, 10, 17,
AND EXHIBIT A***

2. DEFINITIONS (06/05/08 Version)

Capitalized terms below shall have the meaning stated. Capitalized terms that are not listed below are either defined within the section or exhibit in which the term is used, or if not so defined, shall have the meaning stated in BPA's applicable Wholesale Power Rate Schedules, including the General Rate Schedule Provisions (GRSPs).

- 2.1 "Above-RHWM Load" (06/11/08 Version) means forecasted annual Total Retail Load, less Existing Resources and NLSLs, that is above «Customer Name»'s RHWM.
- 2.2 "Annexed Load" (07/15/08 Version) means existing load and distribution system, and/or service territory «Customer Name» acquires during the term of this Agreement from another utility, by means of annexation, merger, purchase or trade, and authorized by a final state, regulatory or court action, for which «Customer Name» has the right, and has obtained an ownership interest in the facilities necessary, to serve the load.
- 2.3 "Balancing Authority" (06/10/08 Version) means the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports interconnection frequency in real time.
- 2.4 "Balancing Authority Area" (06/10/08 Version) means the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.
- 2.5 "Business Day(s)" (05/13/08 Version) means every Monday through Friday except federal holidays.
- 2.6 "Consumer-Owned Resource" (07/15/08 Version) means a Generating Resource connected to «Customer Name»'s distribution system that is owned by a retail consumer, has a nameplate capability greater than 200 kilowatts, ~~and~~ is operated or applied to load, on a sustained basis rather than ~~and is not~~ operated occasionally or intermittently as a back-up energy source at times of maintenance or forced outage.
- 2.7 "Contract Demand Quantities" or "CDQ" (06/11/08 Version) shall have the meaning as defined in section 6.6.1.
- 2.8 "Contract High Water Mark" or "CHWM" (06/11/08 Version) shall have the meaning as defined in section 6.6.1.

- 2.9 “Contract High Water Mark Contract” or “CHWM Contract” **(05/15/08 Version)** means a Regional Dialogue Contract that contains a CHWM, allowing the customer to purchase power at tiered rates, or as defined in the TRM.
- 2.10 “Contract Resource” **(07/15/02/08 Version)** means any source or amounts of electric power that «Customer Name» acquires from an identified or unidentified electricity-producing unit by contract purchase from an electricity supplier, and for which the amounts received by «Customer Name» does not depend on the same actual production from an identified Generating Resource.
- 2.11 “Diurnal” **(07/01/08 Version)** means the distribution of hours of months between Heavy Load Hours (HLH) and Light Load Hours (LLH). ~~HLH and LLH are as defined by the North American Electric Reliability Corporation (NERC) and are subject to change by the NERC.~~
- 2.12 “Dedicated Resource(s)” **(05/15/28/08 Version)** means ~~those Specified Resources and Unspecified Resource Amounts that «Customer Name» obligates itself to provide or is required by statute to provide under this Agreement for use to serve its Total Retail Load.~~ a Specified Resource and Unspecified Resource Amounts that Customer obligates itself to provide or is required by statute to provide under this Agreement for use to serve its Total Retail Load.

Include in BLOCK template:

- 2.13 “Diurnal Distribution Factors” **(05/27/08 Version)** are as established in section 1.2.2.1 of Exhibit C, Purchase Obligations.

END BLOCK template.

- 2.14 “Diurnal Flattening Service” or “DFS” **(06/16/08 Version)** means the service that converts the hour to hour output from a resource into a shape that is flat within each of the 24 HLH and LLH periods of a year.
- 2.15 “Due Date” **(05/25/08 Version)** shall have the meaning as described in section 16.2 ~~of this Agreement.~~

- ~~2.16~~ — “Effective Date” **(06/05/08 Version)** means the date on which this Agreement has been signed by «Customer Name» and BPA.

2.16

Include in LOAD FOLLOWING template:

- 2.17 “Eligible Annexed Load” (07/15/08 Version) shall have the meaning as defined in section 3.5.5.

END LOAD FOLLOWING template.

Formatted: Bullets and Numbering

Formatted: Indent: Hanging: 0.5",
Numbered + Level: 2 + Numbering
Style: 1, 2, 3, ... + Start at: 1 +
Alignment: Left + Aligned at: 0.75"
+ Tab after: 0" + Indent at: 1"

Formatted: Indent: Left: 0.5"

Formatted: Bullets and Numbering

2.172.18 “Environmental Attribute(s)” *(04/04/08 Version)* shall have the meaning as defined in Exhibit H, Renewable Energy Certificates and Carbon Attributes.

Formatted: Bullets and Numbering

2.182.19 “Environmentally Preferred Power RECS” or “EPP RECs” *(04/01/08 Version)* shall have the meaning as defined in Exhibit H, Renewable Energy Certificates and Carbon Attributes.

Formatted: Bullets and Numbering

2.192.20 “Existing Resources” *(075/1527/08 Version)* means ~~a these~~ Specified Resources listed in section 2 of Exhibit A that ~~were dedicated~~ *«Customer Name» customer was obligated by contract or statute to use to serve to* *«Customer Name»’s Total Retail Load prior to October 1, 2006.*

Formatted: Bullets and Numbering

2.202.21 “Firm Requirements Power” *(06/05/08 Version)* means federal power that BPA sells under this Agreement and makes continuously available to *«Customer Name»_under this Agreement, except for an Uncontrollable Force,* to meet BPA’s obligations to *«Customer Name»* under section 5(b) of the Northwest Power Act.

Formatted: Bullets and Numbering

2.212.22 “Fiscal Year” or “FY” *(02/28/08 Version)* means the period beginning each October 1 and ending the following September 30.

Formatted: Bullets and Numbering

Include in LOAD FOLLOWING template:

2.222.23 “Flat Annual Shape” *(075/1527/08 Version)* means *the annual average megawatts multiplied by the number of hours in each month, the shape of the Dedicated Resource amounts are shown in equal average megawatt amounts for each month within a year.*

Formatted: Bullets and Numbering

END LOAD FOLLOWING template.

Include in LOAD FOLLOWING template:

2.232.24 “Flat Within-Month Shape” *(075/1527/08 Version)* means ~~the shape of the Dedicated Resource amounts are shown in~~ equal megawatt amounts for each hour within a month.

Formatted: Bullets and Numbering

END LOAD FOLLOWING template.

2.242.25 “Forced Outage Reserve Service” or “FORS” *(06/30/08 Version)* means the service that provides an agreed-to amount of capacity and energy to load during the forced outages of a resource, transmission line, or other asset.

Formatted: Bullets and Numbering

2.252.26 “Forecast Year” *(05/27/08 Version)* means the Fiscal Year ending one full year prior to the commencement of a Rate Period.

Formatted: Bullets and Numbering

2.262.27 “Generating Resources” *(0507/1528/08 Version)* means any sources or amounts of electric power from *an* identified electricity-producing units, and for which the amounts of power received by *«Customer Name»* or *«Customer Name»’s retail consumer is are* determined by the actual power production from such identified electricity-producing units. Such units may be owned by

Formatted: Bullets and Numbering

«Customer Name» or «Customer Name»’s retail consumer in whole or in part, or the output from such units may be owned for a defined period by contract.

Formatted: Indent: Left: 0.5"

2.28 “Heavy Load Hours (HLH)” (07/15/08 Version) means hours ending 0700 - 2200 (6 a.m. - 10 p.m.) Pacific Prevailing Time (PPT), Monday through Saturday, excluding holidays as designated by the North American Electric Reliability Corporation (NERC). BPA may update this definition as necessary to conform to standards of the Western Electricity Coordinating Council (WECC), North American Energy Standards Board (NAESB), or NERC.

Formatted: Bullets and Numbering

Include in **LOAD FOLLOWING** template:

2.272.29 “HLH Diurnal Shape” (05/27/08 Version) means a distribution of energy between the Diurnal periods in which more megawatt-hours per hour are applied in the Heavy Load Hour (HLH) periods than megawatt-hours per hour applied in the Light Load Hour (LLH) periods. Such distributions are determined by «Customer Name» consistent with section 8.2 of Exhibit A, Net Requirements and Resources.

Formatted: Bullets and Numbering

END **LOAD FOLLOWING** template.

2.282.30 “Integrated Network Segment” (05/29/08 Version) shall have the meaning as defined in section 14.1.

Formatted: Bullets and Numbering

2.292.31 “Interchange Points” (04/01/08 Version) means the points where Balancing Authority Areas interconnect, and at which the interchange of energy between Balancing Authority Areas is monitored and measured.

Formatted: Bullets and Numbering

2.32 “Light Load Hours (LLH)” (07/15/08 Version) means: (1) hours ending 0100 - 0600 (12:00 midnight through 6:00 a.m.) and 2300 - 2400 (10 p.m. - 12:00 midnight) PPT, Monday through Saturday, and (2) all hours on Sundays and holidays as designated by NERC. BPA may update this definition as necessary to conform to standards of the WECC, NAESB, or NERC.

Formatted: Bullets and Numbering

Include in **BLOCK** template:

2.302.33 “Monthly Distribution Factors” (05/27/08 Version) are as established in section 1.2.1.1 of Exhibit C, Purchase Obligations.

Formatted: Bullets and Numbering

END **BLOCK** template.

2.312.34 “Net Requirement” (05/15/08 Version) means the amount of federal power that a customer is entitled to purchase from BPA to serve its Total Retail Load minus its amounts of Dedicated Resources amounts as shown in Exhibit A, Net Requirements and Resources, consistent with section 5(b)(1) of the Northwest Power Act.

Formatted: Bullets and Numbering

~~2.32 “Network Integration Transmission Service” (05/29/08 Version) shall have the meaning as defined in section 14.1.~~

Formatted: Bullets and Numbering

~~2.33~~ “Network Resource” ~~(05/29/08 Version)~~ shall have the meaning as defined in section 14.1.

Formatted: Bullets and Numbering

~~2.342.35~~ “New Large Single Load” or “NLSL” ~~(06/05/08 Version)~~ has the meaning specified in section 3(13) of the Northwest Power Act and in BPA’s NLSL policy.

Formatted: Bullets and Numbering

~~2.352.36~~ “New Resources” ~~(075/1527/08 Version)~~ means ~~at those~~ Specified Resources listed in section 2 of Exhibit A that ~~«Customer Name» was or is first obligated by contract or statute to use to serve «Customer Name»’s Total Retail Load after September 30, 2006 were or are dedicated to «Customer Name»’s Total Retail Load after September 30, 2006,~~ and any Unspecified Resource Amounts listed in section 3.1 of Exhibit A.

Formatted: Bullets and Numbering

~~2.362.37~~ “Notice Deadlines” ~~(05/27/08 Version)~~ means the dates established in section 9.1.1 ~~of the body of this Agreement.~~

Formatted: Bullets and Numbering

~~2.372.38~~ “Onsite Consumer Load” ~~(06/30/08 Version)~~ means retail consumer electric loads of ~~«Customer Name»~~ that are electrically interconnected directly with a Consumer-Owned Resource, that are entirely within ~~«Customer Name»’s~~ service territory or on an integrated portion of ~~«Customer Name»’s~~ distribution system, that consume energy generated by such Consumer-Owned Resource, and that require no schedule of power from such Consumer-Owned Resource. *Reviewer’s Note: BPA will clarify this definition: does the definition need directly interconnected AND integrated portion AND no schedule of power?*

Formatted: Bullets and Numbering

~~2.382.39~~ “Operating Year” ~~(03/27/08 Version)~~ means the period, beginning each August 1 and ending the following July 31, that is designated under the Pacific Northwest Coordination Agreement (PNCA) for resource planning and operational purposes.

Formatted: Bullets and Numbering

~~2.392.40~~ “Point of Delivery” or “POD” ~~(05/15/08 Version)~~ means the point where power is transferred from a transmission provider to ~~«Customer Name».~~

Formatted: Bullets and Numbering

~~2.402.41~~ “Point of Metering” or “POM” ~~(05/15/08 Version)~~ means the point at which power is measured.

Formatted: Bullets and Numbering

~~2.412.42~~ “Power Services” ~~(09/04/07 Version)~~ means the organization, or its successor organization, within BPA that is responsible for the management and sale of federal power from the Federal Columbia River Power System.

Formatted: Bullets and Numbering

Include in LOAD FOLLOWING template:

~~2.422.43~~ “PNCA Update Shape” ~~(05/27/08 Version)~~ means the ~~monthly~~ shape of a Specified Resource that is a hydro resource ~~«Customer Name»’s dedicated hydro resource amounts~~ will be revised each Fiscal Year ~~based on the monthly amounts for such resource that are~~ per the results of the in the final

Formatted: Bullets and Numbering

PNCA planning hydro-regulation study published for the Operating Year that began on the August 1 immediately preceding the Fiscal Year. If the final study is not published 30 days prior to the beginning of the Fiscal Year, the monthly shape of «Customer Name»'s Specified Resource that is a hydro resource's dedicated hydro resource amounts will be revised ~~per the results based on the monthly amounts for such resource that are in~~ of the modified PNCA study published for the same Operating Year. The August and September amounts published for the Operating Year will be used as the August and September amounts for the Fiscal Year.

END LOAD FOLLOWING template.

2.432.44 "Primary Points of Receipt" (05/29/08 Version) shall have the meaning as defined in section 14.1.

Formatted: Bullets and Numbering

2.442.45 "Purchase Periods" (05/27/08 Version) means the time periods established in section 9.1.1 ~~of the body of this Agreement.~~

Formatted: Bullets and Numbering

2.452.46 "Rate Case Year" (05/27/08 Version) means the Fiscal Year ending prior to the commencement of a Rate Period. The Rate Case Year immediately follows the Forecast Year and is the year in which the general rate case is conducted.

Formatted: Bullets and Numbering

2.462.47 "Rate Period" (05/13/08 Version) means the effective period of a particular rate schedule, generally two years; the period over which a rate is designed to recover costs allocated to it. Means the effective period of the rate schedules for the sale of Firm Requirements Power. Means the period of time during which a specific set of rates established pursuant this TRM is in effect.

Formatted: Bullets and Numbering

2.472.48 "Rate Period High Water Mark" or "RHW" (06/11/08 Version) shall have the meaning as defined in section 6.6.1.

Formatted: Bullets and Numbering

2.482.49 "Region" (09/04/07 Version) means the Pacific Northwest as defined in the Northwest Power Act.

Formatted: Bullets and Numbering

2.492.50 "Renewable Energy Certificates" or "RECs" (05/29/08 Version) shall have the meaning as defined in Exhibit H, Renewable Energy Certificates and Carbon Attributes.

Formatted: Bullets and Numbering

Include in LOAD FOLLOWING template:

2.502.51 "Resource Diurnal Shape" (05/27/08 Version) means the Diurnal shape in which the Generating Resource, listed in section 2.1 of Exhibit A, ~~Not Requirements and Resources, was~~ are initially dedicated pursuant to section 3.43.1 ~~(1) of this Agreement.~~

Formatted: Bullets and Numbering

END LOAD FOLLOWING template.

*Include in **LOAD FOLLOWING** template:*

2.512.52 “Resource Monthly Shape” **(05/27/08 Version)** means the monthly shape in which the Generating Resource, listed in section 2.1 of Exhibit A, ~~was Not Requirements and Resources, were~~ initially dedicated pursuant to section 3.43.1 ~~(1) of this Agreement.~~

Formatted: Bullets and Numbering

*END **LOAD FOLLOWING** template.*

*Include in **LOAD FOLLOWING** template:*

2.522.53 “Resource Support~~s~~ Services” or “RSS” **(06/30/08 Version)** means the Diurnal Flattening Service, Forced Outage Reserve Service, Secondary Crediting Service, and any other related service BPA provides to support resources.

Formatted: Bullets and Numbering

*END **LOAD FOLLOWING** template.*

*Include in **BLOCK** and **SLICE/BLOCK** template:*

2.532.54 “Resource Support~~s~~ Services” or “RSS” **(06/30/08 Version)** means the Diurnal Flattening Service, Forced Outage Reserve Service, and any other related service BPA provides to support resources that are renewable resources and are dedicated to load after September 30, 2006.

Formatted: Bullets and Numbering

*END **BLOCK** and **SLICE/BLOCK** template.*

2.542.55 “Scheduling Points of Receipt” **(05/29/08 Version)** shall have the meaning as defined in section 14.1.

Formatted: Bullets and Numbering

*Include in **LOAD FOLLOWING** template:*

2.552.56 “Secondary Crediting Service” or “SCS” **(06/30/08 Version)** means the ~~optional~~ service that provides a monetary credit for the secondary output from an Existing Resource that has a firm critical component and a secondary energy component.

Formatted: Bullets and Numbering

*END **LOAD FOLLOWING** template.*

*Include in **BLOCK** template:*

2.562.57 “Shaping Capacity” **(05/27/08 Version)** is as established in section 1.4 of Exhibit C, Purchase Obligations.

Formatted: Bullets and Numbering

*END **BLOCK** template.*

*Include in **LOAD FOLLOWING** template:*

2.572.58 “Small Non-Dispatchable Resources” **(05/27/08 Version)** means those Specified Resources connected to «Customer Name»’s distribution system the output of which cannot be shifted between Diurnal periods or days by the resource owner or operator. Such resources are further defined as:

Formatted: Bullets and Numbering

- (1) Existing Resources that individually have a nameplate capability less than or equal to 3.000 megawatts, or
- (2) New Resources that have a nameplate capability less than or equal to 1.000 megawatt, ~~both individually and~~ in aggregate for all such resources of «Customer Name».

END LOAD FOLLOWING template.

2.582.59 “Specified Resources” *(06/30/08 Version)* means a Generating Resource or Contract Resource that ~~have has a~~ nameplate ~~capabilities~~ capability or maximum hourly purchase amounts greater than 200 kilowatts, that «Customer Name» has named and that «Customer Name» is required by statute or ~~has agrees-agreed~~ to ~~dedicate-use~~ to serve its Total Retail Load. Such resources ~~are-is~~ identified as a specific ~~Generating Resource~~ ~~non-federal resources~~ or as a specific ~~Contract Resource~~ ~~contracts~~ with identified parties and such resource is listed in section 2 of Exhibit A.

Formatted: Bullets and Numbering

2.592.60 “Statement of Intent” *(05/27/08 Version)* shall have the meaning as defined in section 2.3 of Exhibit C, Purchase Obligations.

Formatted: Bullets and Numbering

Include in LOAD FOLLOWING template:

2.602.61 “Super Peak ~~Hours~~Period” *(06/05/08 Version)* means the ~~hours~~ ~~hours~~ BPA defines, ~~consistent with the TRM, for~~ each Rate Period into which «Customer Name» ~~may must provide additional capacity from~~ reshape its ~~HLH energy from its~~ Dedicated Resources to receive a Super Peak Resource Credit ~~consistent with the TRM. The hours BPA establishes for the Super Peak Period may vary by month, and will be either two three-hour periods each day or a single six-hour period.~~

Formatted: Bullets and Numbering

END LOAD FOLLOWING template.

Include in LOAD FOLLOWING template:

2.612.62 “Super Peak Resource Credit” *(06/05/08 Version)* means a reduction in «Customer Name»’s demand billing determinants, ~~consistent with the TRM,~~ equal to the amount of additional ~~capacity-energy~~ provided by a Dedicated Resource, during a Super Peak ~~Hours~~Period, over the amount of ~~capacity-energy~~ that would have been provided by an equivalent amount of energy delivered flat across the monthly HLH period.

Formatted: Bullets and Numbering

END LOAD FOLLOWING template.

2.622.63 “Surplus Firm Power” *(02/28/08 Version)* means firm power that is in excess of BPA’s obligations under sections 5(b), 5(c), and 5(d) of the Northwest Power Act, as available.

Formatted: Bullets and Numbering

2.632.64 “Third Party Transmission Provider” *(03/17/08 Version)* means a transmission provider other than BPA that delivers power to «Customer Name».

Formatted: Bullets and Numbering

2.642.65 “Tier 1 RECs” *(05/29/08 Version)* shall have the meaning as defined in Exhibit H, Renewable Energy Certificates and Carbon Attributes.

Formatted: Bullets and Numbering

2.652.66 “Tier 2 RECs” *(05/29/08 Version)* shall have the meaning as defined in Exhibit H, Renewable Energy Certificates and Carbon Attributes.

Formatted: Bullets and Numbering

2.662.67 “Tier 2 Cost Pool” **(06/16/08 Version)** shall have the meaning as defined in Exhibit H, Renewable Energy Certificates and Carbon Attributes.

Formatted: Bullets and Numbering

2.672.68 “Total Retail Load” **(06/05/08 Version)** means all retail electric power consumption, including electric system losses, within «Customer Name»’s electrical system excluding:

Formatted: Bullets and Numbering

- (1) nonfirm or interruptible loads agreed to by the Parties,
- (2) transfer loads of other utilities served by «Customer Name», and
- (3) any loads not on «Customer Name»’s electrical system that are not specifically agreed to by BPA.

Include in LOAD FOLLOWING template:

2.682.69 “Total Retail Load Monthly Shape” **(05/27/08 Version)** means the distribution among months of «Customer Name»’s annual Total Retail Load, listed in the table in section 8.1 of Exhibit A. The FY 2010 Total Retail Load Monthly Shape from the table will apply for the FY 2012-2014 and FY 2015-2019 Purchase Periods; the FY 2015 Total Retail Load Monthly Shape will apply for the FY 2020-FY 2024 Purchase Period; and the FY 2020 Total Retail Load Monthly Shape will apply for the FY 2025-2028 Purchase Period.

Formatted: Bullets and Numbering

END LOAD FOLLOWING template.

2.692.70 “Transfer Service” **(03/17/08 Version)** means the transmission, distribution and other services provided by a Third Party Transmission Provider to deliver electric energy and capacity over its transmission system.

Formatted: Bullets and Numbering

2.702.71 “Transmission Services” **(09/04/07 Version)** means the organization, or its successor organization, within BPA that is responsible for the management and sale of transmission service on the Federal Columbia River Transmission System.

Formatted: Bullets and Numbering

2.712.72 “Uncontrollable Force” **(05/25/08 Version)** shall have the meaning as defined in section 21.1.

Formatted: Bullets and Numbering

2.722.73 “Unspecified Resource Amounts” **(073/1524/08 Version)** means an amount of firm ~~power energy, listed in Exhibit A, that~~ «Customer Name» has agreed to supply and ~~dedicate use~~ to serve its Total Retail Load ~~and. Such amount is which is not attributed to a particular Generating Resource or Contract Resource attributed to a Specified Resource.~~

Formatted: Font: Not Bold

Formatted: Bullets and Numbering

Include in LOAD FOLLOWING template:

3. LOAD FOLLOWING POWER PURCHASE OBLIGATION **(06/30/08 Version)**

3.1 Purchase Obligation

From October 1, 2011, and continuing through September 30, 2028, BPA shall sell and make available, and «Customer Name» shall purchase, Firm

Requirements Power, in hourly amounts equal to «Customer Name»'s hourly Total Retail Load minus the hourly firm energy from each of «Customer Name»'s Dedicated Resources as listed in Exhibit A, Net Requirements and Resources, ~~and pursuant to section 3.3 below.~~ «Customer Name» shall determine the hourly firm energy from each of its Dedicated Resources pursuant to section 3.3 and such amounts of energy are subject to change pursuant to section 3.5 and section 10.

3.2 Take or Pay

«Customer Name» shall pay for the amount of Firm Requirements Power ~~power~~ it has committed to purchase under section 3.1 ~~of this Agreement~~, at the rates BPA establishes as applicable to such power, whether or not «Customer Name» took actual delivery of such power.

3.3 List and Application of Dedicated Resources

«Customer Name» agrees to serve a portion of its Total Retail Load with the dedicate those resources for service to its Total Retail Load that it has listed as Dedicated Resources listed in Exhibit A as follows:

- (1) Specified Resources that are Generating Resources, except Small, Non-Dispatchable Resources, shall be listed in section 2.1 of Exhibit A,
- (2) Specified Resources that are Contract Resources shall be listed in section 2.2 of Exhibit A,
- (3) Specified Resources that are Small, Non-Dispatchable Resources shall be listed in section 2.3 of Exhibit A, and
- (4) Unspecified Resource Amounts shall be listed in section 3.1 of Exhibit A.

«Customer Name» shall ~~specify its Dedicated Resource amounts, and shall apply its Dedicated Resources to its Total Retail Load, and specify amounts of its Dedicated Resources in the tables in Exhibit A.~~ as stated below for each specific resource and type:

3.3.1 Specified Resources

3.3.1.1 Application of Specified Resources

«Customer Name» shall apply the output of all Specified Resources, listed in section 2 of Exhibit A, ~~Net Requirements and Resources~~, to «Customer Name»'s Total Retail Load in predefined hourly amounts consistent with section 3.8 ~~below~~, except for Small Non-Dispatchable Resources and Specified Resources «Customer Name» is supporting with DFS or SCS from BPA. «Customer Name» shall apply all Specified Resources supported with DFS or SCS from BPA to «Customer Name»'s Total Retail Load consistent with section 2 of Exhibit D, Additional Products and Special

Provisions. «Customer Name» shall apply all of the output as it is generated from its Small Non-Dispatchable Resources, listed in section 2.3 of Exhibit A, Net Requirements and Resources, to «Customer Name»'s Total Retail Load.

3.3.1.2 **Determining Specified Resource ~~Energy~~ Amounts**
 «Customer Name» shall state firm energy and peak amounts for each Specified Resource, listed in section 2 of Exhibit A, Net Requirements and Resources, for each month and Diurnal period beginning with the later of (1) the date the resource was dedicated to load, as shown in section 2 of Exhibit A, Net Requirements and Resources, or (2) October 1, 2011, through the earlier of (1) the date the resource will be permanently removed, as shown in section 2 of Exhibit A, Net Requirements and Resources, or (2) September 30, 2028. The Parties shall determine the firm energy and peak amounts for each Specified Resource for each month and Diurnal period pursuant to BPA's Policy on Determining Net Requirements of Pacific Northwest Utility Customers Under Sections 5(b)(1) and 9(c) of the Northwest Power Act issued May 23, 2000, as revised by the Effective Date (5(b)/9(c) Policy), and using be based on the allowable shapes established in section 3.4 below. ***Reviewer's Note: Leave the following sentence here or move to section 11? If «Customer Name» changes products consistent with section 11 (Right to Change Purchase Obligation), the Parties shall update the peak amounts listed in section 2 of Exhibit A pursuant to BPA's peaking standard applicable to such product.***

Formatted: Highlight

Formatted: Highlight

Formatted: Font: Bold, Italic, Font color: Blue

Formatted: Font: Italic, Font color: Blue

~~3.3.1.3 Specified Resource Peak Amounts~~
 Within 180 days after BPA provides notice that it has adopted a new standard for determining «Customer Name»'s firm resource peaking energy amounts, BPA in consultation with «Customer Name» shall calculate peaking amounts for each Specified Resource listed in section 2 of Exhibit A and BPA shall update the tables in Exhibit A with such peaking amounts. ~~BPA's peaking standard shall be developed in a public process occurring after the Effective Date.~~

3.3.2 Unspecified Resource Amounts

3.3.2.1 **Application of Unspecified Resource Amounts**
To serve the Above-RHWM Load that «Customer Name» committed to meet with Dedicated Resources in Exhibit C, Purchase Obligations, «Customer Name» shall apply Unspecified Resource Amounts to meet any amounts not met with Specified Resources during each Purchase Period. In addition to the resource amounts listed in section 2 of Exhibit A, Net Requirements and Resources, «Customer

~~Name» shall serve its Total Retail Load with Unspecified Resource Amounts to meet its obligations «Customer Name» stated in Exhibit C, Purchase Obligations, to serve its Above-RHWM Load with Dedicated Resource amounts. «Customer Name» shall apply its Unspecified Resource Amounts, listed in section 3 of Exhibit A, Net Requirements and Resources, to «Customer Name»'s Total Retail Load in predefined hourly amounts consistent with section 3.8 below.~~

3.3.2.2 **Determining Unspecified Resource Energy Amounts**

By March 31 of each Rate Case Year, BPA shall calculate and update the tables in section 3.1.2 of Exhibit A, ~~Net Requirements and Resources~~, with «Customer Name»'s Unspecified Resource Amounts for the two years of the upcoming Rate Period. Such Unspecified Resource Amounts shall be calculated using the monthly and Diurnal shapes listed in section 3.1.1 of Exhibit A, ~~Net Requirements and Resources~~. Upon termination or expiration of this Agreement, ~~«Customer Name» may discontinue serving its Total Retail Load with~~ any Unspecified Resource Amounts listed in Exhibit A shall expire.

3.4 **Shaping of Dedicated Resources ~~cease~~ Amounts**

«Customer Name»'s Dedicated Resources shall be shaped as follows:

3.4.1 **Initial ~~Monthly and Diurnal Dedicated~~ Resource Shapes**

The ~~Dedicated Resource~~ amounts ~~for~~ from each Dedicated Resource listed in Exhibit A shall have ~~one of~~ the following ~~initial~~ shapes consistent with each identified type of resource:

- (1) Generating Resources in the monthly and Diurnal shapes~~shape~~ each resource generates output as agreed to by the Parties.
- (2) Contract Resources in equal megawatt amounts for each hour in a year.
- (3) Small Non-Dispatchable Resources in the monthly and Diurnal shapes ~~each the~~ resource is expected to generate output as agreed to by the Parties.
- (4) Unspecified Resource Amounts in equal megawatt amounts for each hour in a year.

3.4.2 **Reshaping Dedicated Resources ~~s~~ Amounts**

By each Notice Deadline «Customer Name» may elect in writing, pursuant to section 3.4.3 ~~below~~, to reshape its amounts of Dedicated Resources ~~s-amounts~~ listed in sections 2.1, 2.2, and 3.1 of Exhibit A, except for those Specified Resources «Customer Name» is supporting with DFS or SCS from BPA, for the corresponding Purchase Period.

Formatted: Font: Bold

After BPA receives such written notice from «Customer Name», BPA shall, by the following March 31, revise Exhibit A to reflect such written elections. If «Customer Name» elects the “PNCA Update Shape” for a ~~particular~~ hydro resource, BPA shall update the shape of such resource annually in accordance with such election, to be completed no later than September 15 preceding the start of the applicable Fiscal Year.

3.4.3 ~~Resource~~ **Monthly and Diurnal Resha-Shapeping Options**

Consistent with section 3.4.2 ~~above~~, «Customer Name» may elect to reshape one or more of its Dedicated Resources using the allowable monthly and Diurnal shapes described below. If «Customer Name» elects to reshape its Dedicated Resources, «Customer Name» shall elect both a monthly and a Diurnal shape for each Dedicated Resource that is reshaped.

3.4.3.1 **Generating Resources**

For each Generating Resource listed in section 2.1 of Exhibit A, ~~Net Requirements and Resources~~, «Customer Name» may elect to apply each resource in any of the following ~~monthly~~ shapes:

- (1) Monthly Shapes: (A) -Total Retail Load Monthly Shape; (2B) Resource Monthly Shape; ~~((3C) Flat Annual Shape; or (4D) PNCA Update Shape~~, if the resource is a hydro resource and is designated as a Pacific Northwest Coordination Agreement (PNCA) resource in section 2.1 of Exhibit A, ~~Net Requirements and Resources~~.
- (2) Diurnal Shapes: ~~«Customer Name» may elect to apply each Generating Resource in any of the following Diurnal shapes:~~ (1A) Resource Diurnal Shape; (2B) Flat Within-Month Shape; or (3C) HLH Diurnal Shape.

Formatted: Indent: Left: 2.13", Hanging: 0.5"

3.4.3.2 **Contract Resources**

For each Contract Resource listed in section 2.2 of Exhibit A, ~~Net Requirements and Resources~~, «Customer Name» may elect to apply each resource in any of the following ~~monthly~~ shapes:

- (1) Monthly Shapes: (1A) -Total Retail Load Monthly Shape; or (2B) -Flat Annual Shape.
~~«Customer Name» may elect to apply each Contract Resource in any of the following Diurnal shapes:~~
- (2) Diurnal Shapes: (1A) Flat Within-Month Shape; or (2B) HLH Diurnal Shape.

Formatted: Indent: Left: 2.13", Hanging: 0.5"

Formatted: Not Highlight

Formatted: Indent: Left: 2.13", Hanging: 0.5"

Formatted: Not Highlight

Formatted: Not Highlight

3.4.3.3 **Unspecified Resource Amounts**

«Customer Name» may elect to apply its Unspecified Resource Amounts, listed in section 3.1 of Exhibit A, ~~Net Requirements and Resources,~~ in any of the following ~~monthly~~ shapes:

- (1) ~~Monthly Shapes: (A) Total Retail Load Monthly Shape; or (2B) Flat Annual Shape.~~ «Customer Name» ~~may elect to apply its Unspecified Resource Amounts in any of the following~~
- (2) ~~Diurnal shapes: (1A) Flat Within-Month Shape; or (2B) HLH Diurnal Shape.~~

Formatted: Indent: Left: 2.13", Hanging: 0.5"

3.4.4 **Super Peak Resource Credit**

3.4.4.1 **Super Peak ~~Hours~~Period**

By September 30 of each Forecast Year BPA shall notify «Customer Name» in writing of the ~~Super Peak Hours~~Period for the upcoming Rate Period.

3.4.4.2 **Super Peak Amounts**

By October 31 of each Rate Case Year «Customer Name» shall notify BPA in writing of the monthly megawatt amounts of additional ~~capacity-energy~~ «Customer Name» elects to apply to its Total Retail Load for the upcoming Rate Period, for which «Customer Name» shall receive a Super Peak Resource Credit. «Customer Name» shall establish such amounts consistent with section 9 of Exhibit A, ~~Net Requirements and Resources.~~ After BPA receives such notification from «Customer Name» BPA shall revise the table in section 9 of Exhibit A, by March 31 of the same Rate Period Year, to reflect monthly ~~megawatt~~ amounts «Customer Name» submitted to BPA.

3.4.5 **Hourly Resource Shape**

«Customer Name»'s Dedicated Resources listed in sections 2.1, 2.2, and 3.1 of Exhibit A, except for those Specified Resources «Customer Name» is supporting with DFS or SCS from BPA, shall be provided in equal megawatt amounts during all LLH of a month and during all HLH of a month, unless «Customer Name» reshapes its HLH amounts pursuant to section 3.4.4. If «Customer Name» reshapes its HLH amounts pursuant to section 3.4.4, then «Customer Name»'s Dedicated Resources shall be provided in (1) equal megawatt amounts during all LLH of a month, (2) equal megawatt amounts during all HLH of a month that are not in the Super Peak Period, and (3) equal megawatt amounts during all HLH of a month that are in the Super Peak

Formatted: Indent: Left: 1", Hanging: 0.5"

Period. The hourly amounts provided in the Super Peak Period shall reflect the additional energy amounts listed in section 9 of Exhibit A.

END LOAD FOLLOWING template.

Formatted: Font: Bold

Formatted: Indent: Left: 1",
Hanging: 0.5"

Include in **BLOCK** template:

*Option 1: Include if customer does not choose **Shaping Capacity**:*

3. BLOCK POWER PURCHASE OBLIGATION WITHOUT SHAPING CAPACITY(06/30/08 Version)

3.1 Purchase Obligation

From October 1, 2011, and continuing through September 30, 2028, BPA shall sell and make available, and «Customer Name» shall purchase, Firm Requirements Power each hour in specific amounts to serve «Customer Name»'s forecasted Net Requirements, as listed in Exhibit A, Net Requirements and Resources. «Customer Name» shall serve any portion of its Total Retail Load that is not served with Firm Requirements Power with the Dedicated Resources listed in Exhibit A, Net Requirements and Resources. The annual, monthly, and Diurnal amounts of Firm Requirements Power priced at PF Tier 1 rates and PF Tier 2 rates are listed in Exhibit C, Purchase Obligations.

End Option 1

*Option 2: Include if customer chooses **Shaping Capacity**:*

Reviewers Note: Shaded text is identical to Block without Shaping Capacity:

3. BLOCK POWER PURCHASE OBLIGATION WITH SHAPING CAPACITY (06/30/08 Version)

3.1 Purchase Obligation

From October 1, 2011, and continuing through September 30, 2028, BPA shall sell and make available, and «Customer Name» shall purchase, Firm Requirements Power each hour in planned amounts, including Shaping Capacity in accordance with section 1.4 of Exhibit C, Purchase Obligations, to serve «Customer Name»'s forecasted Net Requirements, as listed in Exhibit A, Net Requirements and Resources. «Customer Name» agrees to serve any portion of its Total Retail Load that is not served with Firm Requirements Power with the Dedicated Resources listed in Exhibit A, Net Requirements and Resources. The annual, monthly, and Diurnal amounts of Firm Requirements Power priced at PF Tier 1 rates and PF Tier 2 rates are listed in Exhibit C, Purchase Obligations.

End Option 2

END BLOCK template.

Include in **SLICE/BLOCK** template:

3. SLICE/BLOCK POWER PURCHASE OBLIGATION

3.1 Purchase Obligation

Reviewer's Note: This is a placeholder for now. Slice Team will drop in their version.

END SLICE/BLOCK template.

Include in BLOCK and SLICE/BLOCK templates:

3.2 Take or Pay

Reviewer's Note: The shaded language below is the same as the Load Following language.

«Customer Name» shall pay for the amount of power it has committed to purchase under section 3.1 of this Agreement, at the rates BPA establishes as applicable to such power, whether or not «Customer Name» took actual delivery of such power.

Formatted: Pattern: Clear (Gray-15%)

Formatted: Pattern: Clear (Gray-15%)

3.3 List and Application of Dedicated Resources

Reviewer's Note: The shaded language below is the same as the Load Following language.

«Customer Name» agrees to serve a portion of its Total Retail Load with the dedicated those resources for service to its Total Retail Load that it has listed as Dedicated Resources listed in Exhibit A as follows:

- (1) Specified Resources that are Generating Resources shall be listed in section 2.1 of Exhibit A,
- (2) Specified Resources that are Contract Resources shall be listed in section 2.2 of Exhibit A, and
- (3) Unspecified Resource Amounts shall be listed in section 3.1 of Exhibit A.

«Customer Name» shall apply its Dedicated Resources such resources to its Total Retail Load, and specify amounts of its Dedicated Resources in the tables in Exhibit A, as stated below for each specific resource and type:

3.3.1 Specified Resources

3.3.1.1 Application of Specified Resources

«Customer Name» shall apply the output offrom all Specified Resources, listed in section 2 of Exhibit A, Net Requirements and Resources, to «Customer Name»'s serve its Total Retail Load. BPA shall use the amounts listed in Exhibit A, Net Requirements and Resources, to determine «Customer Name»'s Net Requirement-under this Agreement; the amounts listed are not intended to interfere with «Customer Name»'s decisions on how to operate its Specified Resources.

Formatted: Pattern: Clear (Gray-15%)

Formatted: Indent: Left: 1.5", Hanging: 0.63"

Formatted: Indent: Left: 2.13"

Formatted: Pattern: Clear (Gray-15%)

3.3.1.2 Determining Specified Resource Amounts

«Customer Name» shall state firm energy and peak amounts for each Specified Resource, listed in section 2 of Exhibit A for each month and Diurnal period beginning with the later of the date the resource was dedicated to load or October 1, 2011; through the earlier of the date the resource will be permanently removed or September 30, 2028. The Parties shall determine the firm energy and peak amounts for each Specified Resource for each month and Diurnal period pursuant to BPA's Policy on Determining Net Requirements of Pacific Northwest Utility Customers Under Sections 5(b)(1) and 9(c) of the Northwest Power Act issued May 23, 2000, as revised by the Effective Date (5(b)/9(c) Policy). The Parties shall update the peak amounts listed in section 2 of Exhibit A pursuant to section 3.4.

Formatted: Pattern: Clear (Gray-15%)

Formatted: Indent: Left: 2.13"

Formatted: Pattern: Clear (Gray-15%)

3.3.2 Unspecified Resource Amounts**3.3.2.1 Application of Unspecified Resource Amounts**

To serve the Above-RHWM Load that «Customer Name» committed to meet with Dedicated Resources in Exhibit C, «Customer Name» shall apply Unspecified Resource Amounts to meet any amounts not met with Specified Resources, listed in section 2 of Exhibit A.

Formatted: Pattern: Clear (Gray-15%)

Formatted: Indent: Hanging: 0.63"

Formatted: Pattern: Clear (Gray-15%)

Formatted: Pattern: Clear (Gray-15%)

3.3.2.2 Determining Unspecified Resource Amounts

In addition to the resource amounts listed in section 2 of Exhibit A, Net Requirements, «Customer Name» shall serve its Total Retail Load with Unspecified Resource Amounts to meet any power supply obligations «Customer Name» made in Exhibit C, Purchase Obligations, to serve its Above RHWM Load with Dedicated Resource amounts. By September 15, 2011, and by each September 15 thereafter, BPA shall calculate, and fill in the table update the tables in section 3.1 of Exhibit A with: «Customer Name»'s Unspecified Resource Amounts for the upcoming Fiscal Year. Upon termination or expiration of this Agreement, «Customer Name» may discontinue serving its Total Retail Load with all any Unspecified Resource Amounts listed in Exhibit A shall expire.

Formatted: Pattern: Clear (Gray-15%)

Formatted: Pattern: Clear (White)

3.4 Dedicated Resource Amounts for Specified Resources Resource Peaking Standard

Within 180 days after BPA provides notice that it has adopted a new standard for determining «Customer Name»'s firm resource peaking energy

Formatted: Pattern: Clear (White)

Formatted: Pattern: Clear (White)

amounts, BPA in consultation with «Customer Name» shall calculate peaking amounts for each Specified Resource listed in section 2 of Exhibit A and BPA shall update the tables in Exhibit A with such peaking amounts. BPA's peaking standard shall be developed in a public process occurring after the Effective Date.

END BLOCK and SLICE/BLOCK templates.

3.5 Changes to Dedicated Resources

Include in LOAD FOLLOWING template:

3.5.X Specified Resource Additions to Meet Above-RHWM Load

«Customer Name» may add new Specified Resources to section 2 of Exhibit A to meet any obligations «Customer Name» may have in Exhibit C to serve its Above-RHWM Load with Dedicated Resources by each Notice Deadline for the upcoming Purchase Period. «Customer Name» shall determine amounts for such new Specified Resources in accordance with section 3.3.1.2. «Customer Name» may elect to reshape such Specified Resources in accordance with section 3.4.3 or «Customer Name» may purchase DFS from BPA to support such resources.

After each Notice Deadline for the upcoming Purchase Period or within a Purchase Period for such Purchase Period, «Customer Name» may add new Specified Resources to section 2 of Exhibit A to meet any obligations «Customer Name» may have in Exhibit C to serve its Above-RHWM Load with Dedicated Resources. «Customer Name» shall add such Specified Resources by October 31 of a Rate Case Year with amounts effective at the start of the upcoming Rate Period. «Customer Name» shall determine amounts for such new Specified Resources in accordance with section 3.3.1.2. The shape of such resource shall either be in the shape selected in section 3.1.1 of Exhibit A for any Unspecified Resource Amounts for the applicable Purchase Period, or in the initial allowable shape for such resources in accordance with section 3.4.1 if «Customer Name» purchases DFS from BPA to support such resource pursuant to section 2.2 of Exhibit D.

END LOAD FOLLOWING template.

Formatted: Indent: Left: 0"

Formatted: Indent: Left: 1", Hanging: 0.5"

Formatted: Indent: Left: 1.5"

Formatted: Font color: Auto

Formatted: Font color: Auto

*Include in **BLOCK** and **SLICE/BLOCK** template:*

3.5.X Specified Resource Additions to Meet Above-RHWM Load
Reviewer's Note: The shaded language below is the same as the Load Following language.

«Customer Name» may add new Specified Resources to section 2 of Exhibit A to meet any obligations «Customer Name» may have in Exhibit C to serve its Above-RHWM Load with Dedicated Resources by June 30, 2011, and by June 30 of each Fiscal Year thereafter. «Customer Name» shall determine amounts for such new Specified Resources in accordance with section 3.3.1.2.

END BLOCK and SLICE/BLOCK template.

Customer's may add Specified Resources to Exhibit A subject to Customer's elections in Exhibit C. If adding within a Purchase Period to serve Above RHWM Load.

Formatted: Indent: Left: 1.5"

Formatted: Indent: Left: 0"

Formatted: Font: Not Bold

Formatted: Pattern: Clear (Gray-15%)

Formatted: Indent: Left: 1.5"

Formatted: Pattern: Clear (Gray-15%)

Formatted: Indent: Left: 1.5"

3.5.1 Resource Additions for a BPA Insufficiency Notice

If BPA provides «Customer Name» a notice of insufficiency and reduces its purchase obligation, in accordance with section 24.2, Insufficiency and Allocations, of the body of this Agreement, «Customer Name» shall may add Dedicated Resources to Exhibit A; Not Requirements and Resources, to replace amounts of Firm Requirements Power BPA will not be providing due to insufficiency.

3.5.2 Decrements for 9(c) Export

If BPA determines (in accordance with section 24.7, Use of Regional Resources, of the body of this Agreement) that an export of a Specified Resource listed in section 2 of Exhibit A, Not Requirements and Resources, requires a reduction in the amount of Firm Requirements Power BPA sells «Customer Name», then then BPA shall add Unspecified Resource Amounts to section 3.2 of Exhibit A, Not Requirements and Resources, BPA shall notify «Customer Name» of the amount and duration of the reduction in «Customer Name»'s Firm Requirements Power purchases from BPA. Within 30 days of such notification BPA shall add Unspecified Resource Amounts to section 3.2 of Exhibit A to meet such decremented amounts unless «Customer Name» establishes a new Specified Resource within 20 days of such notification.

*Include in **LOAD FOLLOWING** and **BLOCK** templates:*

3.5.3 Temporary Resource Removal

If appropriate BPA shall will remove amounts of «Customer Name»'s Dedicated Resource amounts in Exhibit A, Not Requirements and Resources, pursuant to section 10; (Order of Tier 2 Remarketing and Resource Removal), of the body of this Agreement. When only a portion of the output of a resource is being removed, BPA shall proportionally remove «Customer Name»'s Dedicated Resource

~~amounts within a Fiscal Year to maintain the same shape the non-federal resource amounts were dedicated in for such Fiscal Year.~~

END LOAD FOLLOWING and BLOCK templates.

Include in SLICE/BLOCK template:

3.5.3 Temporary Resource Removal

~~If appropriate BPA will remove amounts of «Customer Name»'s Dedicated Resources in Exhibit A pursuant to section 10 (Order of Tier 2 Remarketing and Resource Removal). BPA shall remove «Customer Name»'s Dedicated Resource amounts in Exhibit A, Net Requirements and Resources, pursuant to section 10, (Order of Tier 2 Remarketing and Resource Removal), of the body of this Agreement.~~
BPA shall remove «Customer Name»'s Dedicated Resource amounts within a Fiscal Year consistent with «Customer Name»'s written notice provided to BPA containing such reduction amounts, submitted pursuant to section 10.7 ~~of the body of this Agreement.~~

END SLICE/BLOCK template.

3.5.4 Permanent Discontinuance of Resources

~~«Customer Name» may permanently remove T~~he Specified Resources listed in section 2 of Exhibit A, ~~Net Requirements and Resources, may be removed permanently by «Customer Name» consistent with BPA's Policy on Determining Net Requirements of Pacific Northwest Utility Customers Under Sections 5(b)(1) and 9(c) of the Northwest Power Act issued May 23, 2000, as clarified March 21, 2003 (5(b)/9(c) Policy), on~~ statutory discontinuance for permanent removal. If BPA makes a determination that «Customer Name»'s resource has met BPA's standards for a permanent removal, BPA shall revise Exhibit A accordingly. ~~If «Customer Name» does not replace such resource with another Dedicated Resource, «Customer Name»'s additional power~~ purchases under this Agreement, as a result of such a resource removal, may be subject to additional rates or charges as established in the GRSPs.

Formatted: Font color: Auto

Formatted: Font color: Auto

Include in LOAD FOLLOWING template:

3.5.5 Resource Additions for Annexed Loads

If «Customer Name» acquires an Annexed Load, in addition to any resources assigned by the other utility to serve the Annexed Load, «Customer Name» may add Dedicated Resources to Exhibit A, subject to 3.5.5.1 and 3.5.5.2 below, to serve amounts of such Annexed Load that is Eligible Annexed Load. "Eligible Annexed Load" means an Annexed Load that: (1) is added after the Effective Date, and (2) «Customer Name» did not receive a CHWM addition for pursuant to section 1.2.2 of Exhibit B.

3.5.5.1 During the Rate Period when «Customer Name» acquires an Eligible Annexed Load, «Customer Name» may serve such load for the remainder of that Rate Period with Dedicated

Resources or with additional power purchased from BPA. If «Customer Name» elects to serve such load with Dedicated Resources, «Customer Name» shall apply such resources for the remainder of the Rate Period in the shape of the Eligible Annexed Load and in accordance with applicable terms, stated in Exhibit D, that will match the load and resource shape negotiated by the Parties. If «Customer Name» elects to purchase additional power from BPA during that Rate Period, such power purchases, as a result of the Eligible Annexed Loads, may be subject to additional rates or charges as established in the GRSPs and as applicable to the shape of the Eligible Annexed Load.

3.5.5.2 For all Rate Periods after the Rate Period when «Customer Name» acquires an Eligible Annexed Load, «Customer Name» may serve such load with Dedicated Resources pursuant to «Customer Name»'s elections to apply Dedicated Resources or Purchase Firm Requirements Power at Tier 2 PF rates during the applicable Purchase Period as stated in Exhibit C.

END LOAD FOLLOWING template.

Include in **BLOCK** and **SLICE/BLOCK** templates:

3.5.5 Resource Additions for Annexed Loads

If «Customer Name» acquires an Annexed Load after the Effective Date, «Customer Name» shall add Dedicated Resources to Exhibit A to serve amounts of such load that «Customer Name» did not receive a CHWM addition for pursuant to section 1.2.2 of Exhibit B. «Customer Name» shall serve such load with Dedicated Resources for the remainder of the Purchase Period during which «Customer Name» acquires such load. «Customer Name» may only purchase Firm Requirements Power at Tier 2 PF rates to serve amounts of such load if «Customer Name» elects by a Notice Deadline to purchase such power during a corresponding Purchase Period.

End **BLOCK** and **SLICE/BLOCK** templates.

3.5.5—Resource Additions for Annexed Loads

~~To serve amounts of Annexed Loads that are added after the Effective Date, «Customer Name» may add Dedicated Resources to Exhibit A, Net Requirements and Resources, pursuant to «Customer Name»'s elections to purchase Firm Requirements Power from BPA, as stated in Exhibit C, Purchase Obligations. «Customer Name»'s additional power purchases under this Agreement, as a result of such Annexed Loads, may be subject to additional rates or charges as established in the GRSPs.~~

3.5.6 Resource Additions/Removals for NLSLs

To serve NLSLs (established in Exhibit D, ~~Additional Products and Special Provisions~~) that are added after the Effective Date, «Customer Name» may add Dedicated Resource amounts, in monthly and Diurnal

amounts, to section 4 of Exhibit A, ~~Net Requirements and Resources~~. «Customer Name» may discontinue serving its NLSL with the Dedicated Resource amounts listed in section 4 of Exhibit A if BPA determines that «Customer Name»'s NLSL is no longer an NLSL in «Customer Name»'s service territory. Specific arrangements to match such resources to the shape of the NLSL will be established in Exhibit D.

Reviewer's Note: BPA (acting on behalf of the United States Entity) needs the following information to administer the Columbia River Treaty with Canada. BPA also needs the following information for 9(c) determinations.

3.6 ~~Resources Not Dedicated to Total Retail Load~~

~~«Customer Name» shall list in section 6 of Exhibit A, Net Requirements and Resources, any non federal resources «Customer Name» owns that are (1) not Specified Resources listed in section 2 of Exhibit A, and (2) greater than 200 kilowatts of nameplate capability. At BPA's request «Customer Name» shall provide BPA with additional data if needed to verify the information listed in section 6 of Exhibit A.~~

3.76 Consumer-Owned Resources

Reviewer's Note: BPA will update the language below to state that a Consumer-Owned Resource may serve both Onsite Consumer Load and load other than Onsite Consumer Load.

Formatted: Underline

Except for any Consumer-Owned Resources serving an NLSL which «Customer Name» shall apply to load consistent with section 24.3.7; (Renewable Resource/Cogeneration Exception); «Customer Name» shall apply the output of its Consumer-Owned Resources as follows:

Reviewer's Note: Prior to contract signing all customers will have to designate, in sections 7.1 or 7.2 of Exhibit A, whether their existing Consumer-Owned Resources will or will not be serving Onsite Consumer Load for the term of this Agreement.

Formatted: Font color: Blue

3.76.1 Existing Consumer-Owned Resources

«Customer Name» has designated, in sections 7.1 and 7.2 of Exhibit A, ~~whether the extent that~~ each of its existing Consumer-Owned Resources will or will not serve Onsite Consumer Load. Such designation(s) shall apply for the term of this Agreement.

3.76.2 New Consumer-Owned Resources

«Customer Name» shall designate ~~the extent that whether~~ each of its new Consumer-Owned Resources will or will not serve Onsite Consumer Load. «Customer Name» shall make such designation(s) to BPA, in writing, within 120 days of the first production of energy by such resource. Such designation(s) shall apply for the term of this Agreement.

Consistent with «Customer Name»'s designation(s), BPA shall list Consumer-Owned Resources serving Onsite Consumer Load in

section 7.1 of Exhibit A and Consumer-Owned Resources not serving Onsite Consumer Load in section 7.2 of Exhibit A.

3.76.3 Application of Consumer-Owned Resources Serving Onsite Consumer Load

Power generated from Consumer-Owned Resources listed in section 7.1 of Exhibit A shall serve «Customer Name»'s Onsite Consumer Load. If on any hour, power generated from a Consumer-Owned Resource exceeds Onsite Consumer Load, the amount of such excess power on that hour shall be treated as inadvertent flow for which «Customer Name» shall receive no compensation from BPA.

3.76.4 Application of Consumer-Owned Resources Serving Load Other than Onsite Consumer Load

Power generated from Consumer-Owned Resources listed in section 7.2 of Exhibit A shall be scheduled for delivery and either (1) sold to another utility in the Region for use in its Total Retail Load, (2) purchased by «Customer Name» for use in its Total Retail Load (consistent with section 3.3 ~~of this Agreement~~), or (3) marketed as an export.

3.76.5 Changes to Consumer-Owned Resources

Prior to each Fiscal Year «Customer Name» shall notify BPA in writing of any changes in ownership, expected resource output, or other characteristic of Consumer-Owned Resources identified in Section 7 of Exhibit A.

*Include in **LOAD FOLLOWING** template only:*

3.76.6 Data Requirements for Consumer-Owned Resources

Reviewer's Note: The following data requirements are under review and may be updated pursuant to comments from customers.

Except for any Consumer-Owned Resources in which the owner of the resource only receives power from «Customer Name» to serve the resource's station service load, the following data requirements are applicable:

- (1) «Customer Name» shall meter all Consumer-Owned Resources listed in section 7 of Exhibit A and shall provide such meter data to BPA pursuant to section 17.3, (Meter Data).
- (2) «Customer Name» shall provide BPA with hourly schedule data for all Consumer-Owned Resources listed in section 7.2 of Exhibit A for each month within five business days after the end of such month. «Customer Name» shall e-mail its hourly schedule data to BPA at kslf@bpa.gov.

Formatted: Font: Not Bold, Italic, Underline

Formatted: Indent: Left: 1.5"

Formatted: Font: Not Bold, Italic

Formatted: Font: Not Bold, Italic, Font color: Blue

Formatted: Indent: Left: 1.5", Hanging: 0.5"

*END **LOAD FOLLOWING** template.*

*Include in **LOAD FOLLOWING** template:*

3.8 Hourly Dedicated Resource Schedule

By June 30 of each Rate Case Year, «Customer Name» shall provide BPA an aggregated hourly schedule, in whole megawatt amounts consistent with section 3.8.3 ~~below~~ and in the format described in section 3.8.2 ~~below~~, for its Dedicated Resources with amounts in each hour, calculated pursuant to section 3.8.1 ~~below~~, for the two years of the upcoming Rate Period (“Submitted Schedule”). «Customer Name» shall schedule such hourly amounts to its Total Retail Load consistent with section 13, ~~(Scheduling)~~.

3.8.1 Schedule Amounts

The amounts in the Submitted Schedule shall equal the sum of all ~~monthly and Diurnal~~ Dedicated Resource amounts, listed in ~~the tables in~~ sections 2 and 3 of Exhibit A, except for those Small Non-Dispatchable Resources, listed in section 2.3 of Exhibit A, and those Specified Resources supported with ~~DFS or SCS~~ Diurnal Flattening Services, listed in section 2 of Exhibit D.

The ~~hourly~~ amounts in the Submitted Schedule shall be determined in accordance with section 3.4.5, in equal megawatt amounts during all LLH of a month and during all HLH of a month, unless «Customer Name» reshapes its HLH amounts pursuant to section 3.4.4 above. If «Customer Name» reshapes its HLH amounts pursuant to section 3.4.4 above, then the HLH amounts in «Customer Name»’s Submitted Schedule shall be in (1) equal megawatt amounts during all HLH of a month that are not Super Peak hours, and (2) equal megawatt amounts during all HLH of a month that are Super Peak hours. The amounts in the Super Peak Hours shall reflect the additional capacity amounts listed in section 9 of Exhibit A, ~~Net Requirements and Resources~~.

If the amounts in sections 2 ~~of~~ Exhibit A change per ~~to~~ the PNCA Update Shape, consistent with section 3.4.2 ~~above~~, «Customer Name» shall send BPA an updated Submitted Schedule using the updated Dedicated Resource amounts by September 25 of each Fiscal Year for the upcoming Fiscal Year.

3.8.2 Schedule Format

«Customer Name» shall provide the ~~hourly resource schedule~~ Submitted Schedule to BPA electronically in a comma-separated-value (csv) format with the time/date stamp in the first column and load amounts, with units of measurement specified, in the following column.

3.8.3 Whole Megawatt Amounts

If «Customer Name»’s Submitted Schedule would otherwise have amounts in fractional megawatts-per-hour, «Customer Name» shall vary its hourly amounts by one megawatt in some hours so that over the course of the applicable month the amounts as scheduled in whole

megawatts sum to the appropriate total. If «Customer Name»'s Dedicated Resource amounts are less than one megawatt-per-hour in any Diurnal period of a month, then «Customer Name» shall schedule one megawatt starting with the first hour of the Diurnal period of that month, and scheduling in each subsequent hour of the Diurnal period until the appropriate amount has been scheduled for that Diurnal period of such month.

END LOAD FOLLOWING *template.*

*Include in **LOAD FOLLOWING** and **BLOCK** templates:*

Reviewer's Note: These sections are included in Slice customers' contracts; Load Following and Block customers will have blank sections to maintain consistent numbering among the templates.

10. **ORDER OF TIER 2 REMARKETING AND RESOURCE REMOVAL** (05/27/08 Version)

10.3 Partial Removal of New Resources

When only a portion of a Specified Resource or Unspecified Resource Amounts is being removed, BPA shall remove «Customer Name»'s Dedicated Resource amounts proportionally to maintain the same annual shape.

← - - - Formatted: Indent: Left: 1"

17. **INFORMATION EXCHANGE AND CONFIDENTIALITY**

Reviewer's Note: BPA (acting on behalf of the United States Entity) needs the following information to administer the Columbia River Treaty with Canada. BPA also needs the following information for 9(c) determinations.

17.8 Resources Not Dedicated to Total Retail Load

«Customer Name» shall list in section 6 of Exhibit A, Net Requirements and Resources, any non-federal resources «Customer Name» owns that are (1) not Specified Resources listed in section 2 of Exhibit A, and (2) greater than 200 kilowatts of nameplate capability. At BPA's request «Customer Name» shall provide BPA with additional data if needed to verify the information listed in section 6 of Exhibit A.

End Option 1

*Option 2: Include the following if customer purchased a product other than BLOCK or a SLICE/BLOCK customer during Subscription. See Customer Characteristics Spreadsheet. (*Note: Option 2 is about a page long)*

Reviewer's Note: BPA (acting on behalf of the United States Entity) needs the following information to administer the Columbia River Treaty with Canada. BPA also needs the following information for 9(c) determinations.

17.7 Resources Not Dedicated to Total Retail Load

«Customer Name» shall list in section 6 of Exhibit A, Net Requirements and Resources, any non-federal resources «Customer Name» owns that are (1) not Specified Resources listed in section 2 of Exhibit A, and (2) greater than 200 kilowatts of nameplate capability. At BPA's request «Customer Name» shall provide BPA with additional data if needed to verify the information listed in section 6 of Exhibit A.

End Option 2

END LOAD FOLLOWING template.

Reviewer's Note: BPA (acting on behalf of the United States Entity) needs the following information to administer the Columbia River Treaty with Canada. BPA also needs the following information for 9(c) determinations.

17.9 Resources Not Dedicated to Total Retail Load

«Customer Name» shall list in section 6 of Exhibit A, Net Requirements and Resources, any non-federal resources «Customer Name» owns that are (1) not Specified Resources listed in section 2 of Exhibit A, and (2) greater than 200 kilowatts of nameplate capability. At BPA's request «Customer Name» shall provide BPA with additional data if needed to verify the information listed in section 6 of Exhibit A.

Exhibit A
NET REQUIREMENTS AND RESOURCES

*Include in **LOAD FOLLOWING** template:*

1. NET REQUIREMENTS

«Customer Name»'s Net Requirement equals its Total Retail Load minus «Customer Name»'s amounts of Dedicated Resources ~~amounts determined pursuant to section 3.3 and~~ listed in sections 2, 3, and 4 of this exhibit. «Customer Name» shall not add or remove resource amounts to ~~reduce change~~ its purchase obligations from BPA under section 3.1 of the body of this Agreement except ~~to meet obligations in~~ accordance with section 3.5 and section 10 of the body of this Agreement.

*END **LOAD FOLLOWING** templates.*

*Include in **BLOCK** and **SLICE/BLOCK** template:*

1. NET REQUIREMENTS

Reviewer's Note: The shaded language below is the same as the Load Following language.

«Customer Name»'s Net Requirement equals its Total Retail Load minus «Customer Name»'s amounts of Dedicated Resources determined pursuant to section 3.3 and listed in sections 2, 3, and 4 of this exhibit. «Customer Name» shall not add or remove resource amounts to change its purchase obligations from BPA under section 3.1 of the body of this Agreement except in accordance with section 3.5 and section 10 of the body of this Agreement.

~~«Customer Name»'s Net Requirement equals its Total Retail Load minus «Customer Name»'s Dedicated Resource amounts listed in sections 2, 3, and 4 of this exhibit. «Customer Name» shall not add resource amounts to reduce its purchase obligations from BPA under section 3.1 of the body of this Agreement except to meet obligations in section 3.5 of the body of this Agreement.~~

Formatted: Indent: Left: 0.5"

Formatted: Pattern: Clear (Gray-15%)

BPA shall annually calculate a forecast of «Customer Name»'s Net Requirement for the upcoming Fiscal Year as follows:

*Option 1: Include if **SLICE/BLOCK** or **BLOCK** customer does NOT take Shaping Capacity.*

1.1 Forecast of Total Retail Load

By September 15, 2011, and by each September 15 thereafter, BPA shall fill in the table below with «Customer Name»'s Total Retail Load forecast (submitted pursuant to section 17.6 of the body of this Agreement) for the upcoming Fiscal Year. BPA shall notify «Customer Name» by July 31 immediately preceding the start of the Fiscal Year if BPA determines «Customer Name»'s submitted forecast is reasonable or not reasonable. If BPA determines «Customer Name»'s submitted forecast is not reasonable, BPA shall fill in the table below with a forecast BPA determines to be reasonable by September 15 immediately preceding the start of the Fiscal Year.

Drafter's Note: The table below will be blank at contract signing.

Annual Forecast of Total Retail Load – Energy (aMW)									
Fiscal Year	2012	2013	2014	2015	2016	2017	2018	2019	2020
Annual aMW									
Fiscal Year	2021	2022	2023	2024	2025	2026	2027	2028	
Annual aMW									
Note: Fill in the table above with annual average megawatts rounded to three decimal places.									

1.2 Forecast of Net Requirements

By September 15, 2011, and by each September 15 thereafter, BPA shall calculate, and fill in the table below with, «Customer Name»'s Net Requirement forecast for the upcoming Fiscal Year. «Customer Name»'s Net Requirement forecast equals «Customer Name»'s Total Retail Load forecast, shown in section 1.1 above, minus «Customer Name»'s total Dedicated Resource Amounts, shown in section 5 below.

Consistent with section 3 of the body of this Agreement, «Customer Name» shall dedicate additional resource energy amounts to serve any «Customer Name» energy needs above «Customer Name»'s RHW and any PF Tier 2 rate amounts listed in section 2.5 of Exhibit C, ~~Purchase Obligations~~. «Customer Name» shall also serve any «Customer Name» peak load above the sum of «Customer Name»'s monthly purchase amounts at Tier 1 rates in section 1.3 of Exhibit C, ~~Purchase Obligations~~, and any purchase amounts at Tier 2 rates in section 2.5 of Exhibit C, ~~Purchase Obligations~~, with additional resource peak amounts.

Drafter's Note: The table below will be blank at contract signing.

Annual Forecast of Net Requirements – Energy (aMW)									
Fiscal Year	2012	2013	2014	2015	2016	2017	2018	2019	2020
Annual aMW									
Fiscal Year	2021	2022	2023	2024	2025	2026	2027	2028	
Annual aMW									
Note: Fill in the table above with annual average megawatts rounded to three decimal places.									

End Option 1

Option 2: Include if BLOCK customer takes Shaping Capacity.

Reviewer's Note: Only the shaded language and the monthly peak tables differ from Option 1.

1.1 Forecast of Total Retail Load

By September 15, 2011, and by each September 15 thereafter, BPA shall fill in the tables below with «Customer Name»'s Total Retail Load forecast (submitted pursuant to section 17.6 of the body of this Agreement) for the upcoming Fiscal Year. BPA shall notify «Customer Name» by July 31 immediately preceding the start of the Fiscal Year if BPA determines

«Customer Name»'s submitted forecast is reasonable or not reasonable. If BPA determines «Customer Name»'s submitted forecast is not reasonable, BPA will fill in the tables below with a forecast BPA determines to be reasonable by September 15 immediately preceding the start of the Fiscal Year.

Drafter's Note: The table below will be blank at contract signing.

Annual Forecast of Total Retail Load – Energy (aMW)									
Fiscal Year	2012	2013	2014	2015	2016	2017	2018	2019	2020
Annual aMW									
Fiscal Year	2021	2022	2023	2024	2025	2026	2027	2028	
Annual aMW									
Note: Fill in the table above with annual average megawatts rounded to three decimal places.									

Drafter's Note: The table below will be blank at contract signing.

Annual Forecast of Total Retail Load – Peak (MW)												
Fiscal Year	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2012												
2013												
2014												
2015												
2016												
2017												
2018												
2019												
2020												
2021												
2022												
2023												
2024												
2025												
2026												
2027												
2028												
Note: Fill in the table above with megawatts rounded to whole megawatt amounts.												

1.2 Forecast of Net Requirements

By September 15, 2011, and by each September 15 thereafter, BPA shall calculate, and fill in the tables below with, «Customer Name»'s Net Requirement forecast for the upcoming Fiscal Year. «Customer Name»'s Net Requirement forecast equals «Customer Name»'s Total Retail Load forecast, shown in section 1.1 above, minus «Customer Name»'s total Dedicated Resource Amounts, shown in section 5 below.

Consistent with section 3 of the body of this Agreement, «Customer Name» shall dedicate additional resource energy amounts to serve any «Customer Name» energy needs above «Customer Name»'s RHW and any PF Tier 2 rate amounts listed in section 2.5 of Exhibit C, Purchase Obligations. «Customer Name» shall also serve any «Customer Name» peak load above the sum of «Customer Name»'s monthly purchase amounts at Tier 1 rates in section 1.3 of Exhibit C, Purchase Obligations, any purchase amounts at Tier 2 rates in section 2.5 of Exhibit C, Purchase Obligations, and any Shaping Capacity amounts in section 1.4.1 of Exhibit C, Purchase Obligations, with additional resource peak amounts.

Drafter's Note: The table below will be blank at contract signing.

Annual Forecast of Net Requirements – Energy (aMW)									
Fiscal Year	2012	2013	2014	2015	2016	2017	2018	2019	2020
Annual aMW									
Fiscal Year	2021	2022	2023	2024	2025	2026	2027	2028	
Annual aMW									

Note: Fill in the table above with annual average megawatts rounded to three decimal places.

Drafter's Note: The table below will be blank at contract signing.

Annual Forecast of Total Retail Load – Peak (MW)												
Fiscal Year	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2012												
2013												
2014												
2015												
2016												
2017												
2018												
2019												
2020												
2021												
2022												
2023												
2024												
2025												
2026												
2027												
2028												

Note: Fill in the table above with megawatts rounded to whole megawatt amounts.

End Option 2

END BLOCK and SLICE/BLOCK templates.

2. LIST OF SPECIFIED RESOURCES

Drafter's Note: List each Specified Resource, in the applicable subsection, using the format shown below in section 2.1(1). Determine the Dedicated Resource amounts for Specified Resources per the updated 5(b)/9(c) Policy (which is currently under review). When using PNCA studies to calculate Dedicated Resource amounts use the most current study released as of August 18, 2008. The most current PNCA study will either be the Modified Regulation for 2008-2009 (released in May 2009) or the Final Regulation for 2008-2009 (release forthcoming).

*Include in **LOAD FOLLOWING** template:*

2.1 Generating Resources

All of «Customer Name»'s Generating Resources that are Specified Resources dedicated to serve its Total Retail Load, except Small Non-Dispatchable Resources, are listed below.

*END **LOAD FOLLOWING** template.*

*Include in **BLOCK** and **SLICE/BLOCK** templates:*

2.1 Generating Resources

All of «Customer Name»'s Generating Resources that are Specified Resources dedicated to serve its Total Retail Load are listed below.

*END **BLOCK** and **SLICE/BLOCK** templates.*

Drafter's Note: If «Customer Name» does not have any Generating Resources delete sections 2.1(1)(A),(B), and (C) below and leave only the following text in this section:

No Generating Resources at this time.

(1) «Resource Name»

Drafter's Note: If «Customer Name» has Generating Resources dedicated to its TRL complete the following steps for each resource: insert the resource name as the title for section 2.1(1), add any special provisions for such resource to section 2.1(1)(A), and fill in the tables in section 2.1(1)(B) and (C). Delete "No Generating Resources at this time" from above.

(A) Special Provisions

Drafter's Note: Include any special provisions here that are applicable to this resource. If none, retain this section and state "None".

(B) Resource Profile

Reviewer's Note: Will add "Existing Resource/New Resource" toggle to the Resource Profile tables below

Fuel Type	Date Resource Dedicated to Load	Date of Resource Removal	Percent Dedicated to Load	Nameplate Capability (MW)

Formatted: Underline

Formatted: Indent: Left: 2"

Formatted: Font: Italic, Font color: Blue

Statutory Status		Diurnal Flattening Service?		Dispatchable?		PNCA?		If PNCA, PNCA Updates?	
5b1A	5b1B	Yes	No	Yes	No	Yes	No	Yes	No

Note: Fill in the table above with “X”s.

(C) Specified Resource Amounts

Specified Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total (annual aMW)
Fiscal Year 2012													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2013													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2014													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2015													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2016													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2017													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													

Specified Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total (annual aMW)
Fiscal Year 2018													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2019													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2020													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2021													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2022													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2023													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2024													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2025													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													

09PB-«#####», «Customer Name»

Exhibit A, Net Requirements and Resources

7 of 17

Specified Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total (annual aMW)
Fiscal Year 2026													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2027													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Fiscal Year 2028													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Peak (MW)													
Note: Fill in the table above with megawatt-hours rounded to whole megawatt-hours, with megawatts rounded to whole megawatts, and annual average megawatts rounded to three decimal places.													

2.2 Contract Resources

All of «Customer Name»'s Contract Resources that are Specified Resources dedicated to serve its Total Retail Load are listed in tables below.

Drafter's Note: If «Customer Name» does not have any Contract Resources delete sections 2.2(1) below and leave only the following text in this section:

No Contract Resources at this time.

(1) «Resource Name»

Drafter's Note: If «Customer Name» has Contract Resources dedicated to its TRL list the resources below and complete the following steps for each resource using the format in section 2.1(1): insert the resource name as a title for section 2.2(1), add any special provisions for such resource to section 2.2(1)(A), add a resource profile table to section 2.2(1)(B) using the table format in section 2.1(1)(B), add dedicated resource amounts to section 2.2(1)(C) using the table format in section 2.1(1) (C). Delete "No Contract Resources at this time" from above.

Include in **LOAD FOLLOWING** template:

2.3 Small Non-Dispatchable Resources

All of «Customer Name»'s Small Non-Dispatchable Resources dedicated to serve its Total Retail Load that are Specified Resources are listed in tables below.

Drafter's Note: If «Customer Name» does not have any Small Non-Dispatchable Resources delete sections 2.3(1) and leave only the following text in this section:

No Small Non-Dispatchable Resources at this time.

(1) **«Resource Name»**

Drafter's Note: If «Customer Name» has Small Non-Dispatchable Resources dedicated to its TRL list the resources below and complete the following steps for each resource using the format in section 2.1(1): insert the resource name as a title for section 2.3(1), add any special provisions for such resource to section 2.3(1)(A), add a resource profile table to section 2.3(1)(B) using the table format in section 2.1(1)(B), add dedicated resource amounts to section 2.3(1)(C) using the table format in section 2.1(1) (C). Delete "No Small Non-Dispatchable Resources at this time" from above.

END LOAD FOLLOWING template.

3. UNSPECIFIED RESOURCE AMOUNTS

Include in LOAD FOLLOWING template:

3.1 Unspecified Resource Amounts ~~Dedicated to~~Used to Serve Total Retail Load

3.1.1 Shape of Unspecified Resource Amounts

«Customer Name»'s Unspecified Resource Amounts shall be calculated using the selected monthly and Diurnal shapes listed below. BPA shall update the table below consistent with section 3.4.2 of the body of this Agreement.

Drafter's Note: The following table shall appear "as is" at contract signing.

Shape of Unspecified Resource Amounts				
	Monthly Shape Choice		Diurnal Shape Choice	
Purchase Period	Total Retail Load Monthly Shape	Flat Annual Shape	HLH Diurnal Shape	Flat Within-Month Shape
FY 2012 – FY 2014		X		X
FY 2015 – FY 2019		X		X
FY 2020 – FY 2024		X		X
FY 2025 – FY 2028		X		X

3.1.2 Unspecified Resource Amounts

«Customer Name»'s Unspecified Resource Amounts ~~dedicated to serve its Total Retail Load~~ are listed in the table below.

END LOAD FOLLOWING template.

Include in **BLOCK** and **SLICE/BLOCK** templates:

3.1 **Unspecified Resource Amounts ~~Dedicated~~ Used to to Serve Total Retail Load**

«Customer Name»'s Unspecified Resource Amounts ~~dedicated to serve its Total Retail Load~~ are listed in the table below.

END BLOCK and **SLICE/BLOCK** templates.

Drafter's Note: If «Customer Name» does not have any Unspecified Resource Amounts delete the table below and leave only the following text in this section:

No Unspecified Resource Amounts at this time.

Drafter's Note: If «Customer Name» has Unspecified Resource Amounts list them in the table below adding additional years as needed. Delete "No Unspecified Resource Amounts" from above.

Unspecified Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total (annual aMW)
Fiscal Year 2012													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Fiscal Year 2013													
Total (MWh)													
HLH (MWh)													
LLH (MWh)													
Note: Fill in the table above with megawatt-hours rounded to whole megawatt-hours and with annual average megawatts rounded to three decimal places.													

3.2 **Unspecified Resource Amounts for 9(c) Export Decrements**

~~Pursuant to section 3.5.2 of the body of this Agreement, BPA shall insert a table below pursuant to section 3.5.2 of the body of this Agreement for any decrements due to export of resources in the shape, duration, and amount of the export.~~

4. **DEDICATED RESOURCE AMOUNTS FOR AN NLSL**

«Customer Name»'s Dedicated Resource amounts serving an NLSL are listed in the table(s) below.

~~Reviewer's Note: Not use detail table, use annual aMWs. Not include total.~~

~~Drafter's Note: Add a drafter's note saying that details about how this resource shall run to load is in Exhibit D. Details regarding how the resources listed in this section shall match the NLSL shall be in Exhibit D.~~

Formatted: Font color: Dark Blue

Formatted: Font color: Dark Blue

Drafter's Note: If «Customer Name» does not have any Dedicated Resource amounts serving an NLSL then leave only the following text in this section:

No Dedicated Resource amounts serving an NLSL at this time.

Drafter's Note: If «Customer Name» has Unspecified Resource Amounts serving an NLSL list the amounts in a table below using the table format above in section 3.1 and adding additional years as needed. Delete "No Dedicated Resource Amounts serving an NLSL at this time" from above.

Drafter's Note: If «Customer Name» has Specified Resources serving an NLSL list the resources below and complete the following steps for each resource using the format in section 2.1(1): insert the resource name as a title for section 4(1), add any special provisions for such resource to section 4(1)(A), add a resource profile table to section 4(1)(B) using the table format in section 2.1(1)(B), add Dedicated Resource amounts to section 4(1)(C) using the table format in section 2.1(1)(C). Delete "No Dedicated Resource amounts serving an NLSL at this time" from above.

5. TOTAL DEDICATED RESOURCES AMOUNTS

The amounts in the table below equal the sum of all resource amounts used ~~dedicated~~ to serve «Customer Name»'s Total Retail Load listed above in sections 2, 3, and 4.

Drafter's Note: If «Customer Name» does not have any Dedicated Resource amounts listed in section 2, 3, or 4 above then leave only the following text in this section:

No Dedicated Resource amounts at this time.

Drafter's Note: If «Customer Name» has any Dedicated Resource amounts listed in section 2, 3, or 4 above insert a table below, using the table format in section 2.1(1)(C), with amounts equal to the sum of all Dedicated Resource amounts listed in section 2, 3, and 4. Delete "No Dedicated Resource amounts at this time" from above.

6. LIST OF RESOURCES NOT ~~USED~~ DEDICATED TO SERVE TOTAL RETAIL LOAD

Pursuant to section ~~173-6~~ of the body of this Agreement, all of «Customer Name»'s Generating and Contract Resources not ~~dedicated-used~~ to serve its Total Retail Load that are greater than 200 kilowatts nameplate capability are listed in tables below.

Drafter's Note: If «Customer Name» does not have any resources not dedicated to its TRL then delete sections 6(1), 6(1)(A), and 6(1)(B) and leave only the following text in this section:

No resources at this time.

(1) «Resource Name»

Drafter's Note: If «Customer Name» has resources not dedicated to its TRL complete the following steps for each resource: insert the resource name as the title for section 6(1) and fill in the tables in section 6(1)(A) and (B). Delete "No resources at this time" from above.

(A) **Resource Profile**

Fuel Type	Type of Resource		Nameplate Capability (MW)
	Generating Resource	Contract Resource	

(B) **Expected Resource Output**

Expected Output – Energy (aMW)									
Fiscal Year	2012	2013	2014	2015	2016	2017	2018	2019	2020
Annual aMW									
Fiscal Year	2021	2022	2023	2024	2025	2026	2027	2028	
Annual aMW									
Note: Fill in the table above with annual average megawatts rounded to three decimal places.									

7. **LIST OF CONSUMER-OWNED RESOURCES**

Reviewer's note: Consider PURPA resources

Formatted: Font: Italic, Font color: Dark Blue

7.1 **Consumer-Owned Resources Serving Onsite Consumer Load**

Pursuant to section 3.67 of the body of this Agreement, all of «Customer Name»'s Consumer-Owned Resources serving Onsite Consumer Load, except any Consumer-Owned Resources serving an NLSL which are listed below in section 7.3 of this Exhibit, are listed in tables below.

Formatted: Font: Not Bold, Italic, Font color: Dark Blue

Drafter's Note: If «Customer Name» does not have any Consumer-Owned Resources serving Onsite Consumer Load then delete sections 7.1(1), 7.1(1)(A), and 7.1(1)(B) and leave only the following text in this section:

No Consumer-Owned Resources serving Onsite Consumer Load at this time.

(1) **«Resource Name»**

Drafter's Note: If «Customer Name» has Consumer-Owned Resources serving Onsite Consumer Load complete the following steps for each resource: insert the resource name as the title for section 7.1(1) and fill in the tables in section 7.1(1)(A) and (B). Delete "No Consumer-Owned Resources serving Onsite Consumer Load at this time" from above.

(A) **Resource Profile**

Resource Owner	Fuel Type	Nameplate Capability (MW)

(B) **Expected Resource Output**

Expected Output – Energy (aMW)									
Fiscal Year	2012	2013	2014	2015	2016	2017	2018	2019	2020
Annual aMW									
Fiscal Year	2021	2022	2023	2024	2025	2026	2027	2028	
Annual aMW									
Note: Fill in the table above with annual average megawatts rounded to three decimal places.									

7.2 Consumer-Owned Resources Serving Load Other than Onsite Consumer Load

Pursuant to section 3.67 of the body of this Agreement, all of «Customer Name»'s Consumer-Owned Resources serving load other than Onsite Consumer Load are listed in tables below.

Drafter's Note: If «Customer Name» does not have any Consumer-Owned Resources serving load other than Onsite Consumer Load then delete sections 7.2(1), 7.2(1)(A), and 7.2(1)(B) and leave only the following text in this section: No Consumer-Owned Resources serving load other than Onsite Consumer Load at this time.

- (1) **«Resource Name»**
Drafter's Note: If «Customer Name» has Consumer-Owned Resources serving load other than Onsite Consumer Load complete the following steps for each resource: insert the resource name as the title for section 7.2(1) and fill in the tables in section 7.2(1)(A) and (B). Delete "No Consumer-Owned Resources serving load other than Onsite Consumer Load at this time" from above.

(A) **Resource Profile**

Resource Owner	Fuel Type	Nameplate Capability (MW)

(B) **Expected Resource Output**

Expected Output – Energy (aMW)									
Fiscal Year	2012	2013	2014	2015	2016	2017	2018	2019	2020
Annual aMW									
Fiscal Year	2021	2022	2023	2024	2025	2026	2027	2028	
Annual aMW									
Note: Fill in the table above with annual average megawatts rounded to three decimal places.									

7.3 Consumer-Owned Resources Serving an NLSL

Pursuant to section 24.3.7 of the body of this Agreement, all of «Customer Name»'s Consumer-Owned Resources serving an NLSL are listed in tables below.

Drafter's Note: If «Customer Name» does not have any Consumer-Owned Resources an NLSL then delete sections 7.3(1), 7.3(1)(A), and 7.3(1)(B) and leave only the following text in this section:

No Consumer-Owned Resources serving an NLSL at this time.

(1) «Resource Name»

Drafter's Note: If «Customer Name» has Consumer-Owned Resources serving an NLSL complete the following steps for each resource: insert the resource name as the title for section 7.3(1) and fill in the tables in section 7.3(1)(A) and (B). Delete "No Consumer-Owned Resources serving an NLSL at this time" from above.

(A) Resource Profile

Resource Owner	Fuel Type	Nameplate Capability (MW)

(B) Expected Resource Output

Expected Output – Energy (aMW)									
Fiscal Year	2012	2013	2014	2015	2016	2017	2018	2019	2020
Annual aMW									
Fiscal Year	2021	2022	2023	2024	2025	2026	2027	2028	
Annual aMW									
Note: Fill in the table above with annual average megawatts rounded to three decimal places.									

Include in **LOAD FOLLOWING** template:

8. TABLES FOR ALLOWABLE DEDICATED RESOURCE SHAPES**8.1 Total Retail Load Monthly Shape**

By March 31 immediately following each of the Fiscal Years 2010, 2015, and 2020, BPA shall fill in the table below with «Customer Name»'s Total Retail Load Monthly Shape. «Customer Name»'s Total Retail Load Monthly Shape shall be calculated by dividing «Customer Name»'s Total Retail Load (in megawatt-hours) in each month of Fiscal Years 2010, 2015, and 2020 by the Fiscal Year total of «Customer Name»'s Total Retail Load (in megawatt-hours). BPA shall weather-normalize «Customer Name»'s Total Retail Load data, prior to calculating the Total Retail Load Monthly Shape, using the same weather-normalization procedures ~~used to calculate CHWMs~~ set forth in [section X of the TRM](#).

Drafter's Note: The table below will be blank at contract signing.

Total Retail Load Monthly Shape (%)													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
FY2010													100.0
FY2015													100.0
FY2020													100.0

Note: Fill in the table above with percents rounded to the nearest one decimal place

8.2 HLH Diurnal Shape

8.2.1 Specified Resources

If «Customer Name» elects the HLH Diurnal Shape for its Specified Resources, «Customer Name» shall fill in a table with monthly LLH and HLH amounts (in megawatts) for each year of the upcoming Purchase Period for each Specified Resource. The monthly LLH and HLH distributions shall be the same across all years. «Customer Name» shall submit the tables to BPA when «Customer Name» makes its reshaping elections. BPA shall update the appropriate Dedicated Resource amounts pursuant to «Customer Name»'s submitted elections and consistent with section 3.4.2 of the body of this Agreement.

8.2.2 Unspecified Resource Amounts

Reviewer's Note: BPA shall update the language and tables below from Greater Percent in HLHs to LLH/HLH Ratios.

If «Customer Name» elects the HLH Diurnal Shape for its Unspecified Resource Amounts, «Customer Name» shall notify BPA in writing the percent of Unspecified Resource Amounts which will be greater in HLH than in LLH for each month. BPA shall update the table below pursuant to «Customer Name»'s submitted elections and consistent with section 3.4.2 of the body of this Agreement. BPA shall calculate «Customer Name»'s Unspecified Resource Amounts using the percents in the table below if «Customer Name» elects the HLH Diurnal Shape. Ratio for HLH to LLH.

Formatted: Underline

Formatted: Indent: Left: 1.5", First line: 0"

Formatted: Font: Not Bold, Italic, Font color: Blue

Drafter's Note: The table below will be blank at contract signing.

HLH Diurnal Shape for Unspecified Resource Amounts												
Purchase Period	Greater Percent in HLH											
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY 2012 – FY 2014												
FY 2015 – FY 2019												
FY 2020 – FY 2024												
FY 2025 – FY 2028												

Note: Fill in the table above with percents rounded to one decimal place.

9. SUPER PEAK AMOUNTS

«Customer Name» may reshape some or all of its HLH Dedicated Resource amounts for its (1) Specified Resources listed in section 2 of Exhibit A, except for any Small Non-Dispatchable Resources and any Specified Resources «Customer Name» is supporting with Diurnal Flattening Services from BPA; and (2) Unspecified Resource Amounts listed in section 3.1.2 of Exhibit A; into Super Peak Hours to receive a Super Peak Resource Credit. BPA shall update the table below consistent with section 3.4.4 of the body of this Agreement.

Drafter's Note: The table below will be blank at contract signing.

Super Peak Amounts (MW)												
Fiscal Year	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2012												
2013												
2014												
2015					s							
2016												
2017												
2018												
2019												
2020												
2021												
2022												
2023												
2024												
2025												
2026												
2027												
2028												

Note: Fill in the table above with megawatts rounded to the nearest three decimal places.

10. REVISIONS

Reviewer's Note: BPA will update section (1) to reflect customer's comments: determine if all necessary references to the 5b/9c Policy are already in the body.
 BPA shall make adjustments to this exhibit to reflect (1) BPA's determinations under this Agreement and BPA's 5(b)/9(c) Policy, ~~and~~ (2) «Customer Name»'s elections regarding the application and use of all resources listed by «Customer Name» to serve its Total Retail Load, ~~as provided under this Agreement.~~ (3) «Customer Name»'s resources that are not being used to serve «Customer Name»'s Total Retail Load, and (4) «Customer Name»'s designations of its Consumer-Owned Resources.

Formatted: Underline

Formatted: Underline

Formatted: Font: Not Bold, Italic, Font color: Blue

END LOAD FOLLOWING template.

Include in the **BLOCK** and **SLICE/BLOCK** template:

Reviewer's Note: The following shaded text is identical to the Load Following language.

8. **REVISIONS**

BPA shall make adjustments to this exhibit to reflect (1) BPA's determinations under this Agreement and BPA's 5(b)/9(c) Policy, (2) «Customer Name»'s elections regarding the application and use of all resources listed by «Customer Name» to serve its Total Retail Load, (3) «Customer Name»'s resources that are not being used to serve «Customer Name»'s Total Retail Load, and (4) «Customer Name»'s designations of its Consumer-Owned Resources.

~~BPA shall make adjustments to this exhibit to reflect (1) BPA's determinations under in accordance this Agreement and BPA's 5(b)/9(c) Policy *(check that we have all of the 5b/9c policy determinations used in the body)*, and (2) «Customer Name»'s elections regarding the application and use of all resources listed byby «Customer Name» to serve its Total Retail Load, as provided under this Agreement (3) listing resources not dedicated to Total Retail Load (section 17) and (4) consumer owned resources.~~

Formatted: Underline, Pattern: Clear (Gray-15%)

Formatted: Pattern: Clear (Gray-15%)

Formatted: Pattern: Clear (Gray-15%)

Formatted: Font color: Blue, Pattern: Clear (Gray-15%)

Formatted: Pattern: Clear (Gray-15%)

Formatted: Font: Italic

END BLOCK and **SLICE/BLOCK** template.

(PS«X/LOC»- «File Name with Path».DOC) «mm/dd/yy» *{Drafter's Note: Insert date of finalized contract here}*

